

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO**

In re:)	Case No. 17-11227
)	
Gabrielle Little,)	Chapter 13
Debtor.)	Judge Harris
)	
)	<u>MOTION TO APPROVE TRIAL LOAN</u>
		<u>MODIFICATION</u>

Now comes Debtor, Gabrielle Little, and hereby moves this Court to approve the proposed Trial Loan Modification between Chase and Gabrielle Little, per the attached.

Wherefore, Debtor prays this Court enter an order approving the proposed trial loan modification and for such other relief as this Court deems just.

Respectfully submitted,

/s/ Debra E. Booher
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CERTIFICATE OF SERVICE

A copy of the foregoing was served via ECF (unless otherwise noted) this 25th day of June, 2017 to the following parties:

The U.S. Trustee at registered email
Lauren Helbling, Trustee at ch13trustee@ch13cleveland.com
Chase, Records Center, Attn: Correspondence Mail, Mail Code LA4-5555, 700 Kansas Lane, Monroe, LA 71203 Creditor (address on proof of claim) (via regular mail)

/s/ Debra E. Booher
Debra E. Booher #0067804

FHA Number # 412-7722625

FHA HOME AFFORDABLE MODIFICATION PROGRAM (HAMP) TRIAL PERIOD PLANTrial Period Plan Effective Date: **JULY 01, 2018**Borrower ("I")¹: **GABRIELLE LITTLE**Lender or Servicer ("Lender"): **JPMORGAN CHASE BANK, N.A.**Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):
SEPTEMBER 23, 2013Loan Number: ~~1153839297~~Property Address ("Property"): **71 GOULD AVE, BEDFORD, OHIO 44146**

If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with an FHA HAMP Modification Agreement ("Modification Agreement"), that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

I understand that my Mortgage and Note are governed under the applicable laws and regulations of the Federal Housing Administration ("FHA"), and the Plan, and my eligibility for a Modification Agreement is subject to my compliance with the FHA HAMP (the "Program") requirements, as announced from time to time.

1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit.
 - B. I live in the Property as my principal residence, and the Property has not been condemned.
 - C. If Lender requires me to obtain credit counseling, I will do so.
 - D. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
2. **The Trial Period Plan.** By the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$706.88.

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$706.88	07/01/2018
2	\$706.88	08/01/2018
3	\$706.88	09/01/2018

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



- Important Notice: To remain eligible for the Program, only the Trial Period Payment amount should be made by the due date listed above. If more than the Trial Period Payment amount is received (for example, a contractual payment or the full reinstatement amount), I understand that I may be in jeopardy of not qualifying for the Program under FHA guidelines.
- I understand that contractual payments received prior to the first Trial Period Payment due date will be credited to my account, but will not be counted as a Trial Period Payment.
- To complete my modification, I understand that clear title to my property may be needed. This means that I have ownership of the property and there are no other liens against the property or payments owed that would cause the Lender's lien to no longer be fully enforceable or to lose its first lien position. I also understand that Lender may also need to confirm the marital status of each person named on the title.

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms. The actual payments under the modified loan terms, however, may be different. I understand that I am required to continue to make trial period payments in the same amount if my final modification is delayed for any reason.

I understand and acknowledge that during the trial period:

- Time is of the essence.** I must make all payments by the dates they are due. I further understand that any payment not received by the lender by the end of the month in which it is due will be considered delinquent and will disqualify me for the Plan. This also means that I must return a copy of this Plan with the first Trial Period Payment, signed by all parties listed on the signature lines below. I further understand that if the properly executed Plan is not returned, this will disqualify me for the Plan even if the Trial Period Payments are made.
- The Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates.
- The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. I understand the Lender will not pay me interest on the amounts held in the account. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- If (i) I fail to meet all of the requirements of the Program; (ii) I have not made the Trial Period Payments required under Section 2 of this Plan or have not returned the properly executed Plan as required; (iii) the Lender determines that any of my representations in Section 1 were not true and correct as of the date I signed this Plan or are no longer true and correct at any time during the Trial Period; or (iv) I do not provide all information and documentation required by Lender, this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me;



- F. I understand that this Plan is not a modification of the Loan Documents. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if the Lender determines that I do not qualify or if I fail to meet any one of the requirements under this Plan or the Program. If, under the Lender's procedures, a title endorsement(s) and/or subordination agreement(s) are required to ensure that the modified Loan Documents retain first lien position and are fully enforceable, I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement(s) and/or subordination agreement(s) from other lienholders, as Lender determines necessary. I further authorize any such lienholder to discuss the terms of any subordinate indebtedness with Lender.

3. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) and all other persons listed on the signature lines below have signed this Plan, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Plan (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) a borrower or co-borrower has previously been released from liability in connection with an assumption performed in compliance with FHA requirements.
- B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of the Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
- C. If Lender may establish an escrow account under applicable law, this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, I have been advised of the amount needed to fund my escrow account and I agree to the establishment of an escrow account. If the Loan Documents do not currently have escrow account provisions that govern, among other things, the collection, posting and payment of Escrow Items to and from the escrow account, the Lender will include provisions in my Modification Agreement that are similar to the escrow account provisions for similar loans in the state in which I live.
- D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents.
- E. That I will execute such other and further documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Plan and the Program; or (ii) correct the terms and conditions of this Plan if an error is discovered.
- F. The undersigned hereby acknowledge that the signatures below include the borrowers on the loan, and those of any non-borrower co-owner(s) of the Property, or a non-borrower spouse or domestic partner of a borrower or co-owner with rights of dower, curtesy, homestead and/or community property under applicable law. Such additional persons are signing solely to evidence their agreement that all of their right, title and interest in the Property is subject and subordinate to the terms and conditions of the Plan and the Loan Documents.

In Witness Whereof, I have executed this Plan.

X _____ (Seal) Date: ____/____/____
Borrower - GABRIELLE LITTLE



Loan Number ~~1153839~~ 297

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
JPMC FHA Modified version
Form 3156 3/09

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